

Agenda Item Form

Agenda Date: 06/08/04

Districts Affected: All

Dept. Head/Contact Information: Airport, Patrick Abeln, (915) 780-4724

Type of Agenda Item:

- | | | |
|---|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> | | |

Funding Source:

- ☒ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☐ Other Source: _____

Legal:

- ☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

The students selected from the Undergraduate Internship Program offer employment contracts that will benefit the students greatly in his/her field while assisting the department with the workload.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Position already budgeted for 2004

Statutory or Citizen Concerns:

None anticipated

Departmental Concerns:

None anticipated

80 JUN 8 10 22 AM '04
CITY OF EL PASO

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **NOELLE CROUTHERS**, as an Undergraduate Intern for the El Paso International Airport at the rate of \$7.25 per hour, not to exceed 40 hours per week. The term of the contract shall be from June 11, 2004 through December 11, 2004.

ADOPTED this 8th day of June 2004.

THE CITY OF EL PASO

Joe D. Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**UNDERGRADUATE INTERN EMPLOYMENT
CONTRACT**

THAT, this Agreement entered into by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "City," and **NOELLE CROUTHERS**, an individual who shall be an Undergraduate Intern employee of City, hereinafter referred to as "Intern";

WHEREAS, the need exists in the El Paso International Airport to have an undergraduate intern; and

WHEREAS, Intern is currently a student and is a qualified individual to hold this undergraduate intern position;

WITNESSETH

I. EMPLOYMENT CONTRACTOR APPOINTMENT

The City hereby retains the services of Intern as an Undergraduate Intern. The services to be performed by Intern are those specified in Attachment "A," City of El Paso – Job Specification.

Intern shall be compensated at Seven and 25/100 Dollars (\$7.25) per hour not to exceed forty (40) hours per week. This amount shall be payable from the El Paso International Airport's budget.

Both parties hereto agree and recognize that all the conditions to this Contract and performance by either party are subject to local, state, and federal laws, rules, and regulations that may be subject to change. As such, both parties specifically agree that any of the provisions of this Agreement may be changed to bring this Program or the City of El Paso into compliance with such laws, rules, and regulations. Notice of such change will be given to either party as soon as notice is received by either party of the changes in the applicable laws, rules, and regulations, however, any such changes which must take effect to bring the City of El Paso or this Project in compliance with such changes will take effect as soon as is needed to comply with such changes in the laws, rules, and regulations. This contract is subject to the approval of the City Council of the City of El Paso as well as the Civil Service Commission of the City of El Paso. This contract shall further be subject to the Civil Service Commission policy regarding Interns.

II. TERM OF CONTRACT

This Contract shall become effective on June 11, 2004 and shall terminate, without notice by either party, at the end of the business day of December 11, 2004.

III. PROHIBITIONS

A. Intern covenants that during this Contract period he/she will have no interest in, and shall not acquire any interest, direct or indirect, in any contract or subcontract, which will conflict in any manner or degree with the performance of the services to be performed under this Contract. Intern further understands that the Charter of the City of El Paso prohibits any officer or employee of the City from having any financial interest, direct or indirect, in any contract with the City. Any violation of this paragraph, with knowledge express or implied, by the Intern shall render this Contract voidable by the Mayor of the City of El Paso or by the El Paso City Council.

B. As stated hereinabove Intern shall not assign, delegate, or attempt to create a novation of this Contract. In the event Intern does attempt to so convey an interest in this Contract, said Contract shall be terminable, at the discretion of the City, without notice to Intern.

IV. NOTICES

All notices, communications and reports under this Contract shall be either hand-delivered or mailed, postage pre-paid in the United States Postal Service, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

CITY: City of El Paso
El Paso International Airport
Attn: Director
6701 Convair
El Paso, Texas

EMPLOYEE: Noelle Crouthers

V. DURATION AND TERMINATION

A. Either party may terminate this Agreement if the other is in default in a matter of serious importance to the aggrieved party, or upon five days notice to the other party, or at any time by mutual agreement.

B. Termination shall be without prejudice to any obligation by one party to the other, which shall have accrued and be owing prior thereto.

C. Upon termination of this Contract, the Intern shall deliver to the City all papers, work papers, and other materials in which the City is required to have in its possession as documentation requirements.

D. In the event that the City terminates this Contract or, in lieu of termination continues the Contract on the condition that certain breaches, or defaults of said Contract are remedied within a period of reasonable time, the City shall reserve and retain the right to demand reimbursement of funds improperly allocated or spent by Intern.

VI. ENTIRE AGREEMENT

This Contract constitutes and expresses the entire Agreement between the parties hereto and shall not be amended or modified by any course of dealing or oral communication. The only amendments or modifications, which shall be allowed, shall be those evidenced by written instruments signed by both parties hereto.

VII. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter or amend the substance of the terms and conditions of this Agreement.

VIII. COVENANTS

The terms and provisions recited hereinabove in said Contract shall be treated as covenants made by the parties to said Contract and, similarly, the conditions recited herein concerning said Contract made by Intern and City, shall be treated as conditions of this Contract. Breach by either party of any covenant or condition of this Contract may be grounds for termination of said Contract.

IX. LAW GOVERNING CONTRACT

For purposes of determining the place of the contract and the law governing the same, it is agreed that the contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement in the City of El Paso on the 8th day of June 2004.

THE CITY OF EL PASO

ATTEST:

Joe Wardy
Mayor

Richarda Duffy Momsen
City Clerk

(Signatures continued on Page 4)

UNDERGRADUATE INTERN:

Noelle Crouthers

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Patrick T. Abeln
Director of Aviation

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____
Secretary

Date: 5/27/04

Para-Professional Branch
General Administration Group
Intern Series

UNDERGRADUATE INTERN

UNCLASSIFIED

CHARACTERISTICS OF THE CLASS:

Under general supervision, performs a variety of assigned duties within assigned department in accordance with approved contract.

EXAMPLES OF DUTIES:

Conducts assigned research projects and surveys, collects and analyzes data; compiles data for statistical analysis; enters, retrieves and interprets data from management information system or personal computer; prepares charts, graphs and diagrams or analyses; participates in the review, development and implementation of paper flow, forms, policies and procedures in assigned department

MINIMUM QUALIFICATIONS:

Training and Experience: Must be currently enrolled in a college or university degree program related to the requesting department and have successfully completed a minimum of 90 semester hours.

Knowledge, Abilities and Skills: Some knowledge of the methods and techniques of statistical analysis; some knowledge of the use and care of personal computers including applications programs such as spreadsheets and data-base management.

Ability to perform research studies; ability to work independently; ability to perform mathematical and statistical computation; ability to express oneself clearly and concisely, both orally and in writing; ability to establish and maintain effective working relationships with fellow employees; ability to maintain records and prepare reports

Director of Personnel

Department Head

██████████
██████████
██████████

Noelle Crouthers

Objective

To utilize education and skills in public relations and general business to assist in achieving my respective organization's goals.

Education

Fall 1999 - Present University of Texas at El Paso El Paso, TX

Communication/Public Relations Major

- Current Classification: Senior
- Completion of: all university core curriculum courses, Communication core, Public Relations sequence curriculum and 15 hours of a General Business minor.
- Completed 36 hour course for Mediation Certification.
- Currently working on final six hours required for B.A.

Work experience

June 2003 – Present El Paso International Airport El Paso, TX

Internship: Airport Intern

Public Relations Department

- Assisting Public Relations Coordinator with: media requests and customer inquiries; developing and editing press releases; creating monthly public relations update for Airport board meetings; assisting with planning and development of Airport events; compiling different media contact lists; assisting with tours of Airport; assisting with development and layout of advertisements and signage for the Airport, performing general administrative duties as deemed necessary by coworkers or superiors.

20 – 40 Hours

Jan. 1997- June 2003 Big Fisherman Restaurant El Paso, TX

Assistant Manager/Waitress

- Dealing with customer problems, concerns, and service; supervising the function of the restaurant and assisting other co-workers with duties; opening and closing the restaurant; handling of daily operating cash.

25 – 35 Hours

Fall 2002 University of Texas at El Paso El Paso, TX

Internship: External Communication Assistant

Communication Department

- Assisted Communication Department Chair with: Creating and

writing flyers/announcements for distribution on events within the Communication department; brainstorming for ideas in reference to events within the department; being available for other aspects of the job that were necessary.

10 – 15 Hours

Related Skills

Maintain skills in:

- Microsoft Word, Excel, Access and PowerPoint
- Adobe Photoshop